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10 **UNITED STATES BANKRUPTCY COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA - SAN JOSE DIVISION**

12 In re

13 ELIZBETH RODRIGUEZ ROMERO aka
14 ELIZABETH R ROMERO,

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19 Debtor.
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Case No. 14-52180-HLB

Chapter 13

R.S. No. KXL-019

**STIPULATION GRANTING
ADEQUATE PROTECTION**

Hearing:

Date: April 04 , 2018

Time: 11:30 AM

Place: 214

United States Bankruptcy Court
Northern District of California - San Jose
Division

23 This Stipulation is entered into by and between the Secured Creditor, Wells Fargo Bank,
24 N.A. (hereinafter "Movant"), and Elizabeth Rodriguez Romero (hereinafter "Debtor") by and
25 through their respective attorneys of record.

26 The property which is the subject of this matter is commonly known as 781 Rebecca Cir,
27 Aromas, California 95004, which is more fully described as follows:

28 SEE LEGAL DESCRIPTION IN DEED OF TRUST ATTACHED

AS EXHIBIT B TO MOTION FOR RELIEF FROM STAY,
DOCKET ENTRY NUMBER 62.

THE PARTIES STIPULATE AS FOLLOWS:

1) Debtor shall tender regular monthly payments in the amount of \$1,766.55, which amount is subject to change, pursuant to the terms of the subject Note (the "Note"), commencing April 01, 2018, and continuing until all such outstanding amounts under the Note are to be paid in full.

2) The post-petition arrears are calculated as follows:

11/01/2017-03/01/2018	5 payments @ \$2,122.19	\$10,610.95
NSF:		\$25.00
LESS: Debtor Suspense		(-643.59)
Total Arrears		\$9,992.36

3) In addition to regular monthly payments, Debtor shall also tender payments in the sum of \$832.69 commencing March 15, 2018, and continuing through and including January 15, 2019 and a payment in the sum of \$832.77 due by February 15, 2019, when all post-petition arrears due and owing under the Note, in the current sum of \$9,992.36, are paid in full.

Payments are to be remitted to: Wells Fargo Home Mortgage Bankruptcy Payment Processing
P.O.Box14507 Des Moines, IA 50306

4) If Debtor provides proof of additional post-petition payments received and negotiated by Movant, the requirement to make an additional payment pursuant to paragraph three (3) herein shall be revised accordingly.

5) Debtor shall maintain real property taxes and real property hazard insurance paid current for the Real Property, and provide proof of said insurance on a timely basis.

6) Debtor shall comply with the terms and conditions of her Chapter 13 Plan with respect to the payments to the Chapter 13 Trustee.

7) In the event of any future default on any of the above-described provisions, inclusive of this Stipulation, Movant shall provide written notice to Debtor at Elizbeth Rodriguez Romero at 781 Rebecca Cir, Aromas, California 95004, and to Debtor's attorney of record, Jason Vogelpohl, at Central Coast Bankruptcy 532 Pajaro St. Salinas, CA 93901

1 jason@centralcoastbankruptcy.com, indicating the nature of the default. If Debtor fails to cure
2 the default with certified funds after the passage of ten (10) calendar days from the date said
3 written notice is placed in the mail, then Movant may file an Ex Parte Declaration of Non-Cure
4 and an Order Terminating the Automatic Stay with the court. Upon entry of said Order
5 Terminating the Automatic Stay, the automatic stay shall be immediately terminated as to
6 Movant, and Movant may proceed to foreclose its security interest in the Real Property under the
7 terms of the Note and Deed of Trust and pursuant to applicable state law and thereafter
8 commence any action necessary to obtain complete possession of the Real Property without
9 further order or proceeding of this Court.

10 8) Movant shall comply with the above provisions as to the first two (2) defaults.
11 Upon the Third (3rd) default, Movant may file an Ex Parte Declaration of Default and an Order
12 Terminating the Automatic Stay with the court. Upon entry of said order Terminating the
13 Automatic Stay, the automatic stay shall be immediately terminated as to Movant, and Movant
14 may proceed with foreclosing its security interest in the Real Property under the terms of the
15 Note and Deed of Trust and pursuant to applicable state laws and thereafter commence any
16 action necessary to obtain complete possession of the Real Property without further order or
17 proceeding of this court.

18 9) The acceptance by Movant of a late or partial payment shall not act as a waiver of
19 Movant's right to proceed hereunder.

20 10) In the event that Movant is granted relief from the automatic stay, the parties
21 hereby stipulate that the 14-day stay provided by Bankruptcy Rule 4001(a)(3) is waived.

22 11) The foregoing terms and conditions shall be binding only during the pendency of
23 this bankruptcy case. If, at any time, the stay is terminated with respect to the Real Property by
24 court order or by operation of law, the foregoing terms and conditions shall cease to be binding
25 and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against
26 the Real Property and/or against the Debtor.

27 12) In the event this case is converted to a Chapter 7 proceeding the Automatic Stay
28 shall be terminated without further notice, order, or proceedings of the court. If the Automatic

1 Stay is terminated as a matter of law, the terms of this Order shall immediately cease in effect
2 and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against
3 the property and/or against the Debtor.

4 13) Relief from the Automatic Stay is granted as to the Chapter 13 Trustee, Devin
5 Derham-Burk.

6 14) Any notice that Movant shall give to Debtor, or attorney for Debtor, pursuant to
7 this Order shall not be construed as a communication under the Fair Debt Collection Practices
8 Act, 15 U.S.C. §1692.

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10 IT IS SO STIPULATED:

11 DATED: 03/15/2018

ALDRIDGE PITE, LLP

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13 /s/

KELSEY LUU

Attorneys for WELLS FARGO BANK, N.A.

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16 DATED: 3.14.18

17 Jason Vogelpohl

Attorneys for Debtor